AGREEMENT

BETWEEN

THE COUNTY OF WASHOE
STATE OF NEVADA

AND

THE WASHOE COUNTY
SHERIFF'S SUPERVISORY DEPUTIES
ASSOCIATION

2019 – 2022

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AGREEMENT BETWEEN THE COUNTY OF WASHOE AND THE WASHOE COUNTY SHERIFF'S SUPERVISORY DEPUTIES ASSOCIATION

ARTICLE 1 - PREAMBLE

This Agreement is entered into as of July 1, 2019, between the County of Washoe, Nevada, hereinafter referred to as the "County", and the Washoe County Sheriff's Supervisory Deputies Association, hereinafter referred to as the "Association." It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein, pursuant to the provisions of NRS 288, the basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.

ARTICLE 2 - RECOGNITION

In accordance with the provisions of NRS 288, the County has recognized and does recognize the Association as the exclusive bargaining representative of those employees in a Supervisory/Administrative Unit, consisting of the current classifications:

Sergeant Deputy Sheriff
Lieutenant Deputy Sheriff
Captain Deputy Sheriff/Commander Deputy Sheriff

The parties recognize that other classifications may be added to the unit during the terms of this Agreement.
(Revised 7-01-05)

ARTICLE 3 - STRIKES AND LOCKOUTS

The Association will not promote, sponsor, or engage in any strike against the County, slow-down, or interruption of operation, concentrated stoppage of work, absence from work upon any pretext or excuse such as illness, which is not founded in fact; or any other intentional interruption of the operations of the County, regardless of the reason for so doing, and will use its best efforts to induce all employees covered by this Agreement to comply with this pledge.

The County will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Association.

ARTICLE 4 - RIGHTS OF MANAGEMENT

The County has the right and is entitled without negotiation to:

(a) Direct its employees;
(b) Hire, promote, classify, transfer, assign, and retain its employees;
(c) Suspend, demote, discharge, or take disciplinary action against any employee with just cause and pursuant to the provisions of this Agreement provided, however, that the County shall not assign or transfer an employee as a form of discipline;
(d) Relieve any employee from duty because of lack of work or lack of funds;
(e) Maintain the efficiency of its governmental operations;

(f) Determine the methods, means and personnel by which its operations are to be conducted, except for considerations of personal safety;
(g) Take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
(h) Contract or subcontract matters relating to County operations, provided that such contracting or subcontracting shall not be entered into for the purpose of circumventing this Agreement;
(i) Determine appropriate staffing levels and work performance standards, except for safety considerations; and
(j) Determine the content of the workday, including without limitation workload factors, except for safety considerations.

Unless specifically modified by this Agreement, all rights and responsibilities of the County shall remain the functions of the County.
(Revised 7-01-19)

ARTICLE 5 - RIGHTS OF ASSOCIATION

A. The Association President shall be allowed six hundred (600) hours paid time per contract year to accomplish general Association business as defined in Paragraph (b) below. The President may delegate use of said time to other Association officers. Additional release time may be approved by the Sheriff on a case-by-case basis.
(Revised 7-1-08)

B.

1. The Association may designate five (5) local Association representatives in addition to the officers above. The Association shall notify the Sheriff's Office, in writing, of the name of the representative and his/her jurisdictional area thirty (30) calendar days prior to the effective date of any such designation.
2. The Sheriff's Office shall provide the Association representatives reasonable opportunity to utilize the above release time to serve in his/her capacity. The representative may utilize that time to participate in any of the duties arising within his/her jurisdictional area, those duties being defined as:
   (a) The investigation of a bargaining unit member's grievance or potential grievance;
   (b) Representation of a member/grievant at any step of the grievance procedure established herein;
   (c) Consultation with duly accredited representatives of the Association on matters involving the Association's relationship with the County; and
   (d) Attending County functions/meetings that have a direct impact on the Association.
3. The representative shall notify his/her immediate supervisor each time he/she wishes to conduct appropriate business and may be relieved of duty unless operational demands preclude permission to leave the work location being granted. Appropriate use of representative time, as provided herein, shall not be abused by the employee, and use of said time will not be unreasonably withheld by the responsible supervisor.

C. For each separate fiscal year covered by the term of this Agreement, the Association will use leave without pay, annual leave, or bonus leave for members to attend meetings, conferences, legislative sessions and conventions or to attend to other Association business, other than that covered in Section B2 of this provision. Per diem and/or travel shall not be provided by the Office. The scheduling of time off under this provision requires the advance approval of the Sheriff or his designated representative.

D. The County agrees to provide the Association with one (1) area at Parr Boulevard and one (1) area at the Incline Substation for the Association to post one (1) bulletin board. Each bulletin board shall not exceed three (3) feet by four (4) feet in area. Materials shall be posted upon bulletin boards specifically as designated, and not walls, doors, file cabinets or any other place. The material posted on bulletin boards shall not be obscene, defamatory, derogatory, or of a partisan political nature, nor shall it pertain to public issues which do not involve the County or its relationship with the Association. All posted material shall bear the identity of the sponsor, shall be signed by a duly appointed representative of the Association, shall be neatly displayed, and shall be removed as soon as no longer timely. All costs incident to preparing and posting of Association materials will be borne by the Association. The Association may use County telephones and County computers for e-mail in carrying out those duties identified in Section B2 above and any other appropriate purpose that has been specifically approved by the Sheriff.
(Added 7-01-19)

E. The County recognizes its statutory obligation to negotiate any departmental rule, policy or procedure that is related to a mandatory subject of bargaining as enumerated under NRS 288.150. In the event there is a dispute over whether a rule, policy or procedure falls within the scope of mandatory bargaining, said dispute shall be submitted to the local Government Employee-Management Relations Board and shall not be subject to the grievance procedure contained in this Agreement.
(Added 7-01-19)

F. The Sheriff, or his/her designee, and the County Labor Relations Manager shall meet, as requested, by either party with representatives of the Association for the purpose of engaging in Labor Management meetings. The purpose of said meetings is to informally discuss matters of concern and/or interest to either party.
(Added 7-01-19)

G. The parties agree the full cost of this leave for the duration of this Agreement has been paid for by the Association or offset by the value of concessions made by the Association as required by NRS 288.255.
(Revised 7-01-19)

ARTICLE 6 - NON-DISCRIMINATION

A. The County will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of membership in or legitimate activity as required in this Agreement on behalf of the members of a negotiating unit, nor will the County encourage membership in another employee organization.

B. The Association recognizes its responsibility as the exclusive negotiating agent and agrees to represent all employees in the negotiating unit without discrimination, interference, restraint, or coercion.

C. The provisions of this Agreement shall be applied equally to all covered employees without discrimination as to age, sex, sexual orientation, marital status, race, color, creed, national origin, or political affiliation.
(Revised 1-01-01)

ARTICLE 7 - WORK HOURS

A. The normal workweek of employees covered by this Agreement shall consist of forty (40) hours, excluding meal periods. The scheduling of work shifts and workweeks shall be as directed by the Sheriff.

B. Duty hours shall be devoted fully to the performance of assigned duties. Periods of absence for personal matters shall not be credited toward duty hours and must be charged to vacation leave, compensatory leave, or other approved forms of leave, as contained in this Agreement or be recorded as an unexcused absence.

C. Except during emergency situations, employees shall be permitted to take two (2) fifteen (15) minute coffee breaks or rest periods during each work day.

D. In the event that the Sheriff of Washoe County determines a ten (10) hour day, forty (40) hour workweek or a nine (9) hour day, eighty (80) hour work period is more beneficial to the department, such hours shall constitute a normal work day/work period. The parties hereby recognize that review of twelve-hour shifts in ongoing, and agree to incorporate by reference any subsequent Memorandum of Agreement executed between the parties during the term of the labor agreement.

E. This Article is intended to be construed only as a basis for calculating overtime and shall not be construed as a guarantee of hours of work per day or per week.
(Revised 1-01-04)

F. Employees who work ten (10) hour shifts, in addition to the two (2) fifteen (15) minute breaks referenced in C. above, shall be entitled to a one-half (1/2) hour paid break for a meal period except as provided in G. below.
(Added 7-01-19)

G. In order to facilitate coverage for employees who work ten (10) hour shifts, the Sheriff may require employees to combine the break/lunch periods to two (2) one-half (1/2) hour breaks during the ten (10) hour shift. If scheduling problems develop, the Sheriff may require employees to combine the break/lunch periods to one (1) one (1) hour break during the ten (10) hour shift. If a dispute arises regarding implementation of this section the parties shall meet and confer and attempt to resolve the dispute. The decision of the Sheriff shall be final and binding.
(Added 7-01-19)

H. Except in cases of emergency, stakeouts or alternative work schedules up to and including twelve (12) hours, no unit employee shall be required to work twelve (12) or more consecutive hours without a rest period of twelve (12) hours between work shifts.
(Added 7-01-19)

ARTICLE 8 - SHIFT/DAYS OFF BIDDING AND EXCHANGE OF SHIFTS/DAYS OFF

A. Except for those provisions in subsection C. of this Article, uniformed employees shall be permitted to bid for shift/days off on the basis of seniority. Bidding shall take place every four (4) months. In the event the Sheriff and the Association mutually agree, the parties may determine that shift bidding shall take place at six (6) month intervals. Alternative bidding cycles may be mutually determined appropriate for either/or Administrative, Detention or Operations Bureaus. The shift schedule shall be posted not less than fifteen (15) days prior to

the effective date. The Sheriff may for reasonable and articulable operational needs reassign employees who hold bid shifts.
(Revised 7-01-19)

B. For purposes of this Article, seniority is defined as time in grade in service from the date of last continuous employment. Continuous service is defined, for purposes of this Article, as continued employment without a break in service of more than thirty (30) days, other than for injuries, illness, layoff, or maternity leave. Ties in seniority shall be broken by position on the County Personnel Promotional List. If there is still a tie, seniority shall be determined by the drawing of lots.

C. This provision shall not apply to employees in the following assignments:

DETENTION
Courts Sergeant
Classification Sergeant
Administrative Services Unit Sergeant
Courts/Classification Lieutenant

PATROL
Motor Sergeant (Special Events)
Incline Lieutenant

ADMINISTRATION
Administrative Sergeant assigned to Training Section
Administrative/Academy Lieutenant
Research and Development Lieutenant
OPI Lieutenant
OPI Sergeant

SPECIAL OPERATIONS DIVISION
S.O.D. Sergeants
S.O.D Lieutenants
SAR Sergeant
K9 Sergeant
(Revised 7-01-19)

The above positions will only apply if a position is filled as a result of a competitive interview or test in which the supervisor voluntarily applied for the position. If a supervisor is administratively assigned to the position, he/she does not give up their right to bid for a shift.
(Revised 7-01-10)

D. Employees may, upon approval of the Sheriff or his designee, exchange shifts or days off. Such approval shall not be unreasonably denied.
(Revised 1-1-04)

E. The current language of Policy Manual 1004 shall govern the length of assignment for the above positions. The parties agree that no change to said length shall be made without negotiation between the parties, and, in the event of impasse, the provisions of NRS 288 shall apply.
(Added 7-01-19)

ARTICLE 9 - HOLIDAYS AND HOLIDAY PAY

A. **Recognized Holidays:** The following official legal holidays will be observed by the County and its employees in accordance with NRS 236.015 and the Nevada PERS Official Policies (286.025).

1. January 1 (New Year's Day)
2. Third Monday in January (Martin Luther King, Jr.'s Birthday)
3. Third Monday in February (President's Day)
4. Last Monday in May (Memorial Day)
5. July 4 (Independence Day)
6. First Monday in September (Labor Day)
7. Last Friday in October (Nevada Day)
8. November 11 (Veterans' Day)
9. Fourth Thursday in November (Thanksgiving Day)
10. Day after Thanksgiving (Family Day)
11. December 25 (Christmas Day)

Any other day declared as a State holiday pursuant to NRS 236.015, or by the President of the United States to be a legal national holiday or day of mourning when local government offices are required to be closed.
(Revised 7-01-19)

Compensation for "holiday pay" hours (Pay Code 0005) and "holiday special" hours (Pay Code 0108) must be taken as cash only. All other "holiday worked" or "holiday overtime" hours may be taken as either cash and/or compensatory time as outlined below.

B. **Weekend Holidays:** If January 1, July 4, November 11, December 25 or any other day declared as a new recognized State or National holiday falls upon a Saturday, the Friday preceding must be observed as the legal holiday; if any of these same holidays fall upon a Sunday, the Monday following must be observed as the legal holiday.

C. **Holiday Eligibility:** In order to be eligible for holiday pay, an employee must be in a paid status both the scheduled work day before and the scheduled work day after the holiday. This provision shall not apply if the employee is forced to take unpaid time off due to disciplinary measures either preceding or following a holiday. Employees on leave without pay (LWOP) are not eligible for holiday pay benefits except for those employees called to military duty and on a military leave without pay. Employees who are off-duty on worker's compensation shall be considered on paid status and shall receive holiday pay. Employees hired on a holiday or hired on the day after a holiday are not eligible to be paid for that holiday. Employees leaving County service in a pay period that contains a holiday will not be paid for the holiday unless he/she is in a paid status both the scheduled work day before and the scheduled work day after the holiday.

D. **Holiday Pay:** For purposes of this Article, dependent on an employee's regularly assigned/bid work day, "holiday pay" shall be defined as an increment of pay equal to the work hours of the employee's regularly scheduled shift (i.e. eight (8), ten (10), or twelve (12) hours) at an employee's regular, straight time hourly pay rate except as provided herein:

a . Employees on a light-duty assignment during a week which contains a holiday shall receive holiday pay in accordance to his/her light duty work schedule.

b. Employees temporarily re-assigned for a week or longer to an assignment that is less than his/her normal regularly scheduled hours (i.e. working five (5)/eight (8) hour days vs. a normal four (4)/ten (10) hour days to attend a week long training course) during a work week containing a holiday shall only be entitled to holiday pay at the lower temporary schedule (i.e. eight (8) hours vs. ten (10) hours).
c. Employees temporarily re-assigned on a holiday by management to cover for a special assignment (i.e. grant-funded assignment such as a DUI sting or felon sweep) shall receive holiday pay at their normal regularly scheduled hours.
d. Under no circumstances should work schedules be arbitrarily changed during a holiday week, unless assigned and approved by management.

1. **Holiday Not Worked:** If a holiday, as defined by this article, falls on the employee's regularly scheduled work day and the employee does not report to work and instead has the day off then the employee shall receive holiday pay, taken as cash only, at their regular, straight time hourly pay rate for the amount of hours that the employee would have normally worked.
2. **Holiday Off (RDO):** If a holiday, as defined by this article, falls on the employee's regular day off (RDO), then the employee shall receive an additional payment of holiday "special" pay hours, taken as cash only, equal to the number of hours of the employees regularly scheduled shift, at their regular, straight time hourly pay rate. These holiday pay hours will not count towards the work week for overtime purposes as defined in Article 14 - Overtime.
3. **Holiday Worked:** If an employee works on a holiday, as defined by this article, he/she shall be compensated for working the holiday by receiving 1.5 times his/her regular, hourly pay rate for each hour or major fraction worked on that holiday up to a maximum of his/her regularly scheduled shift, in addition to receiving holiday pay. The decision as to whether compensation for "holiday worked" hours shall be in cash and/or compensatory time shall be made at the time it is worked and shall be solely the decision of the employee. Compensation for "holiday pay" hours (Pay Code 0005) must be taken as cash.
4. **Holiday Overtime:** If an employee works over the maximum of his/her regularly scheduled shift on a holiday, as defined by this article, he/she shall be compensated by receiving 2.5 times his/her regular, hourly pay rate for each hour or major fraction worked on that holiday, in addition to receiving holiday worked pay and holiday pay. The decision as to whether compensation for "holiday overtime" hours shall be in cash and/or compensatory time shall be made at the time it is worked and shall be solely the decision of the employee. Compensation for "holiday pay" hours (Pay Code 0005) must be taken as cash.
5. **Weekend Holiday Pay**: When an employee eligible for holiday pay, has his/her normal, regular work schedule fall on one of the "Weekend Holidays", as described in Section B. above, the employee shall be compensated a flat rate of $250.00 in addition to his/her regular, hourly pay rate for working the weekend holiday. To be eligible for the $250.00 weekend holiday pay, the employee must work, as part of their regular, normal work schedule, eight (8) or more regular hours on January 1st, July 4th, November 11th, or December 25th. Employees whose work schedules are temporarily changed to work on the "weekend holiday" and that day is not a normal, regularly scheduled workday are ineligible for the $250.00 weekend holiday pay, and instead would follow Article 14 – Overtime, if applicable.
6. **Holiday During Leave:** If a holiday, as defined by this article, occurs during an employee's vacation, sick, compensatory, personal or other paid leave, it shall not be charged as leave.
7. **Holiday Reporting:** The employee's shift schedule determines when and if an employee should report holiday hours on a recognized holiday, as defined by this article.

Employees must report all applicable holiday hours on the day their shift begins or in accordance to the current practice set by management.

Terminology:

- Interchangeable terms such as "Assigned Shift"; "Assigned Work Day"; "Normal Regularly Scheduled Hours"; "Regularly Scheduled Hours"; "Regularly Assigned Work Day"; and "Regularly Scheduled Shift" all refer to the employee's Shift Bid Schedule
- Management = Chain of Command

(Revised 07-01-16)

ARTICLE 10 - VACATION LEAVE

A. Vacation Accrual for Full-Time Employees: For those full-time employees hired after ratification and implementation of this Agreement, each employee shall be entitled to forty-eight (48) hours vacation leave credit following the completion of six (6) months continuous County service. Thereafter, employees shall accrue vacation leave credit at the biweekly equivalent of the rates established below.

Annual Vacation Earning Rate

Years of Continuous Service	Hours Earned
Less than three (3) years	96 hours
Three (3) but less than five (5)	136 hours
Five (5) but less than ten (10) years	152 hours
Ten (10) but less than fifteen (15) years	176 hours
Fifteen (15) but less than twenty (20) years	192 hours
Twenty (20) years or more	200 hours

For the purpose of computing credit for vacation, each employee shall be considered to work not more than forty (40) hours each week.

Total County service, even though interrupted, will be counted if a person returns to County service within three (3) years of his/her date of separation and has worked three (3) continuous years subsequent to reemployment.

(Revised 07-01-13)

B. Vacation Accrual for Part-Time Employees: Upon completion of six (6) months continuous service and thereafter, each part-time employee in the Sheriff's Office shall be allowed vacation leave credit prorated on the basis of the rates set forth above for full-time employees.

(Revised 07-01-13)

C. Vacation leave may be accumulated from year to year not to exceed two hundred forty (240) hours. Amounts in excess of two hundred forty (240) hours as of the end of the pay period encompassing December 31 shall be forfeited. Provided, if an employee, on or before October 15, requests permission to take annual leave, and the employee's request is denied,

the employee is entitled to payment for any annual leave in excess of two hundred and forty (240) hours which the employee requested to take and which the employee would otherwise forfeit as a result of the denial of the employee's request. The Sheriff's obligation is only to afford the employee the ability to use their annual leave, which may not necessarily be the dates requested by the employee. *For example,* an employee on October 1 requests the use of forty (40) hours annual leave for the five (5) workdays preceding Christmas. The Sheriff may deny said time off, and still allow the employee to use their annual leave at a different time prior to the end of the year to avoid forfeiture of annual leave.

D. An employee shall be paid at his/her regular hourly rate for each hour of vacation leave time taken. Vacation leave shall be charged on the basis of one (1) hour for each full hour or major portion of an hour of vacation leave taken.

E. Vacation leave taken during a biweekly period shall be charged before vacation leave earned during that pay period is credited.

F. Choice of vacation leave dates shall be granted whenever practical but the operating requirements of the County, as determined by the Sheriff, shall prevail. When two or more employees assigned to the same shift or two or more employees assigned to a substation/remote assignment request annual leave for the same period of time, approval shall be granted as follows: 1) in the order in which requests are received; or, 2) in the event two or more requests are received at the same time, leave requests shall be approved in order of seniority in grade, provided the remaining employees are qualified to do the work.

G. Vacation leave shall not be granted in excess of the vacation credit earned.

H. Upon separation from service for any cause, an employee shall be paid a lump sum payment for any unused or accumulated vacation leave earned through the last day worked. If this date is earlier than the last day of the pay period, the vacation credit shall be prorated for that pay period. Under no circumstances shall cash payment be made for accrued vacation while an employee is in regular employment status.
(Revised 1-01-04)

ARTICLE 11 - SICK LEAVE

A. Each employee in the service of the County for less than ten (10) years shall be credited with sick leave at the rate of one and one-fourth (1-1/4) working days for each month of full-time service, which is cumulative from year to year.

Each employee in the service of the County for ten (10) or more continuous years of service shall be credited with sick leave at the rate of one and one-half (1-1/2) working days for each month of full-time service, which is cumulative from year to year.

Total County service, even though interrupted, will be counted if a person returns to County service within three (3) years of his/her date of separation and has worked three (3) continuous years subsequent to reemployment.

B. An employee is entitled to use accrued sick leave only:

When incapacitated to perform the duties of his/her position due to sickness, injury, pregnancy or childbirth;

When quarantined;

When receiving required medical or dental service or examination;

For adoption of a child if the Welfare Division of the Department of Human Resources or any other appropriate public agency requires the employee to remain at home with the child; or

Upon illness in the employee's immediate family where such illness requires his/her attendance. For this purpose "immediate family" means the employee's spouse, parents, (including step), children (including step), and, if living in the employee's household, includes corresponding relations by affinity to the above, foster children, foster parents, brothers or sisters.

C. In the event of a death in the employee's immediate family, he/she may use accrued sick leave not to exceed five (5) days if the death occurs within a distance of 400 miles, or seven (7) days if the death occurs at a distance of more than 400 miles, for each death. For this purpose "immediate family" means the employee's spouse, parents (including step), children (including step), brothers, sisters, grandchildren, grandparents, aunts, uncles, nieces, nephews, or corresponding relation by affinity and, if living in the employee's household, includes foster children and foster parents.

D. An employee requiring sick leave must, if required, provide the Sheriff with evidence of such need. For absences in excess of three (3) days, or cases of apparent abuse, the Sheriff may require the employee to submit substantiating evidence, including, but not limited to, a physician's certificate.

E. If any employee does not have adequate accrued sick leave time, the Sheriff may grant the use of accrued vacation time in lieu thereof. In no case, however, will sick leave be granted in lieu of vacation time.

F. Sick leave shall be charged on an hourly basis for each full hour or major portion of an hour of sick leave taken. Holidays occurring during a sick leave period shall not be counted as sick leave time. Sick leave taken during a biweekly pay period shall be charged before sick leave earned that pay period is credited.

G. An employee separated from the service shall earn sick leave only through the last working day for which he/she is entitled to pay. Upon death, retirement, permanent disability, or termination of an employee after ten (10) years of full-time employment or its equivalent if the employee has not served as a full-time employee for reasons other than discharge for just cause, an employee shall be compensated for total accrued sick leave at the rate of one (1) hour's pay at his/her regular hourly rate for every three (3) hours of sick leave accrued to a maximum payment of eight hundred (800) hours.
(Revised 7-01-05)

H. As long as an employee is in a paid status, he/she shall earn sick and vacation leave during the time he/she is on such leave. If the employee is on leave without pay, he/she shall not earn sick or vacation leave during the time he/she is on such leave.

I. Personal Leave will be earned on a semi-annual basis as described herein:

(a) <u>Pay Period #01- #13: Personal Leave Credit – July</u>
Employees who use between 0 – 16.00 hours of sick leave during the start of pay period #01 and as of the last day in pay period #13 in each calendar year shall receive twelve (12-hours) of Personal Leave credit at the end of the first full pay period in July of that calendar year. Employees who use between 16.01 – 20.00 hours of sick leave during the start of pay period #01 and as of the last day in pay

period #13, in each calendar year, shall receive four (4-hours) of Personal Leave credit at the time specified above.

(b) Pay Period #14 - #26 or #27: Personal Leave Credit - January

Employees who use between 0 – 16.00 hours of sick leave during the start of pay period #14 and as of the last day in pay period #26 (or in the event of a 27th pay period in a calendar year, pay period #27), shall receive twelve (12-hours) of Personal Leave credit at the end of the first full pay period in January of the next calendar year. Employees who use between 16.01 – 20.00 hours of sick leave during the start of pay period #14 and as of the last day in pay period #26 (or in the event of a 27th pay period in a calendar year, pay period #27), shall receive four (4-hours) of personal leave credit at the time specified above.

1. Personal Leave earned in July and January of each calendar year must be used by the end of pay period #26, or in the event of a 27th payroll paid in a calendar year, pay period #27, and if not used will be forfeited. Under no circumstances will there be any cash payment or cash value for Personal Leave credit that is not used. In order to receive this Personal Leave benefit, an employee must be in a pay status (either working or on paid leave) for all of the pay periods within the noted semi-annual period.

2. Permanent part-time employees shall receive a prorated amount of Personal Leave at the same ratio as their regular work hours relate to a full-time work schedule. Part-time regular work hours will be reviewed as of PP#13 or PP#26 or PP#27 using the weekly working hours encoded in an employees Planned Working Time record.

(Revised 7-1-14; Effective12-15-14)

3. The use of sick leave, due to a death in the employee's immediate family as outlined in paragraph "C" above, shall not count towards the sick leave usage when calculating personal leave, as outlined in paragraph "I" above.

(Added 7-1-16; Effective 12-26-16)

J. Employees shall be allowed to voluntarily transfer up to a maximum of eighty (80) hours of their accumulated vacation leave or up to a maximum of eighty (80) hours accumulated compensatory time off during any calendar year to another employee who has no accumulated sick leave hours, but who is otherwise eligible to take paid sick leave. Donated vacation/compensatory leave must be converted into money at the hourly rate of salary of the donor and the money must be converted into sick leave at the hourly rate of salary of the recipient. The maximum amount of accumulated leave transferred to any employee under the terms of this article shall be four hundred and eighty (480) hours per calendar year. Once leave has been donated and transferred, such leave hours shall not be refundable to the donor making the transfer.
(Revised 7-1-09)

K. The County agrees to continue efforts with PERS to gain authorization for the County to make the payment for accrued sick leave, per the qualifications and formula contained in this agreement, vacation and compensatory leave directly to PERS to purchase retirement credit on behalf of any employee who so elects, and the parties agree to implement said policy and incorporate it into the agreement upon such approval by PERS.
(Added 7-01-05)

L. Following ratification of the July 1, 2005 labor agreement, the parties agree to form a committee of management and association representatives to study options relating to issues

surrounding sick leave usage, sick leave incentive programs, paid time off, and other concepts and best practices utilized in these areas. The determination of the feasibility of implementation of such programs shall be reserved to negotiations of the successor labor agreement unless mutually accepted, ratified and approved by the respective employee associations and the Washoe County Board of County Commissioners.
(Added 7-01-05)

ARTICLE 12 - JOB CONNECTED INJURIES

A. In the event an employee is absent due to a service-connected disability which has been approved by the County's Claims Administrator, for a period not to exceed twelve (12) work weeks, (i.e., 480 hours), the employee may receive compensation as determined by the County's Claims Administrator plus that amount from the County which would cause the total amount received by the employee from both the County's Claims Administrator and the County to equal his/her salary at the time of his/her disability. During this period, the employee shall not be charged with the use of any accrued sick leave, annual leave or other forms of leave.

B. It is the intent of the County to pay the on-the-job injured employee the difference between his/her full bi-weekly base salary and that provided by the County's Claims Administrator. Therefore, the employee shall return to the County Treasurer all temporary total disability payments made by the County's Claims Administrator covering the period enumerated in Section (a) of this Article. No supplemental benefit provided for in Section (a) shall be given until after the employee has deposited his/her lost time benefit check with the Treasurer.

Upon the expiration of twelve (12) work weeks (i.e., 480 hours), if the employee is still unable to work, he or she may elect to utilize accrued sick leave during which period the employee shall receive compensation from the County as provided in Nevada Revised Statutes.

C. When accrued sick leave has expired, if the employee is still, because of disability, unable to work, he/she will be permitted to use his/her accrued vacation leave, accrued compensatory time and personal leave as sick leave. Subsequent to the expiration of both the employee's sick and vacation leave, provided the employee has so elected to use his/her sick and vacation leave, the employee shall receive compensation checks directly from the County's Claims Administrator and he/she shall be considered on a leave of absence without pay from the County.
(Revised 7-01-94)

ARTICLE 13 - SALARIES

Every employee will be paid every other Friday with salary computed through the immediately preceding Sunday. The amount of pay shall be for the number of hours on duty or on authorized leave, or as otherwise provided for in accordance with the provisions of this contract. Salaries for each class title shall be paid in accordance with the Compensation Schedules attached hereto and thereby incorporated herein, as Exhibit A. The County shall continue to pay one hundred percent (100%) of the cost of the retirement contribution for the State of Nevada Public Employees Retirement System in accordance with NRS 286. Provided, should the contribution rate be modified and an offset to wage increases be provided pursuant to NRS 286, Exhibit A shall be adjusted accordingly.

Upon promotion into the Washoe County Sheriff's Supervisory Deputies Association bargaining unit, employees will be paid Step 1 which provides an approximate seventeen

percent (17%) increase between top step Deputy base pay and bottom step Sergeant base pay.
Upon promotion within the bargaining unit, employee's shall receive the beginning step of the salary grade or that step which provides at least a seven percent (7%) increase above the employee's base salary, whichever is greater. Sergeants and Lieutenants receiving the approximate ten percent (10%) Detective Pay, at the time of promotion, will be eligible to advance to the beginning step of the salary grade or that step which provides at least a ten percent (10%) increase above the employee's base salary, whichever is greater. Upon completion of twelve (12) months in grade and annually thereafter, employees in the ranks of Sergeant, Lieutenant and Captain shall be eligible for a one (1) step increase on his/her anniversary date upon satisfactory job performance until the employee reaches the top step in his/her rank.
(Revised 7-1-16)

ARTICLE 14 - OVERTIME, CALL-IN AND STANDBY PAY

A. Overtime shall be defined as any time worked in excess of the normal workweek or the normal work shift. Time worked shall include sick leave, vacation, CTO, holidays, etc. The only exception to the overtime provision of being beyond the normal workweek is the CALL-IN provisions provided for in paragraph F of this article.

B. It is the policy of Washoe County that overtime shall be kept to an absolute minimum consistent with the basic functions and purposes of the Sheriff's Office. This section shall not be interpreted to restrict, in any fashion, the right of the Sheriff's office to require employees to work overtime as determined appropriate by management, subject only to the payment as required by Sections C or E of this Article.

C. Except as provided in Article 7, overtime pay for law enforcement officers shall be calculated on the following rates: One and one-half (1-1/2) times the employee's regular, straight time rate for each hour or major fraction thereof worked.

D. All overtime must have the previous authorization of the Sheriff except when, due to an emergency, the Sheriff's approval cannot be obtained and it appears to the supervisor of the employee that such overtime is necessary.

E. An employee shall be compensated for overtime work in the following manner:
Cash payment computed at the rates established above or employees may choose to accrue compensatory time in lieu of receiving paid overtime. Compensatory time shall be accumulated at the same rate as overtime is paid. Employees may accumulate a maximum number of hours of compensatory time to equal four hundred eighty (480) hours.
The parties agree that an employee may make a written request to the Sheriff to be paid for accrued compensatory time to address unforeseeable financial needs incurred by the employee. The determination of whether to grant the request is at the discretion of the Sheriff following his review of the information set forth in the request and the departmental budget.
(Revised 7-1-09)

F. Call-in:
Any employee who is called in to duty during a time when the employee is not regularly scheduled to work, including court appearance, shall be paid at the rate of one and one-half (1-1/2) times for each hour so spent, on duty, but not less than two (2) hours for the period called to duty. The employee's duty time shall start when the employee actually reports for duty and ends when the employee is released from duty

G. Standby Time:

Standby time is defined as any time other than time when the employee is actually working, which has been specifically scheduled and directed by the Sheriff or his designee, during which the employee is restricted in order to be immediately available for call to duty. Standby time does not include any time where an employee carries a pager to respond to calls when available. Employees on scheduled standby shall be compensated at the rate of one-fourth (1/4) hour pay at the regular hourly rate for each one (1) hour period of standby. Telephone Work: when a bargaining unit member is contacted at home at the direction of, or when subsequently approved by, proper management authority, said employee shall be warranted in claiming such time spent engaged in work while on said telephone call, with a fifteen (15) minute minimum.

H. Compensatory Time Cash In:

Employees who terminate their employment shall be compensated their accrued compensatory time hours at their regular hourly rate. Effective with the ratification of the 1992 agreement the County has discontinued the practice of permitting employees to cash in compensatory time hours twice a year.
(Revised 1-01-04)

ARTICLE 15 - LONGEVITY

All employees covered hereunder who have completed a total of five (5) years or more of full-time service with Washoe County and who, for the preceding review period, have been rated standard or better pursuant to the applicable Washoe County performance evaluation program shall be entitled to longevity pay in an amount equal to one-half of one percent (1/2%) per year of service, up to a maximum of twelve and one-half percent (12 1/2%), which shall not exceed an annual maximum amount for each of the following ranks covered under this agreement:

Sergeants:	$13,100.00
Lieutenants:	$15,500.00
Captains:	$18,200.00

An employee's eligibility for longevity pay shall be reviewed as of June 1 and December 1 of each year with payment to be effected in semi-annual installments payable on the first payday of June and December immediately following a determination of eligibility.

An employee who's review for purposes of eligibility was a probationary evaluation following promotion who is not rated standard or better and is therefore ineligible for the longevity payment will be paid their longevity payment retroactive to when it was due provided they successfully complete their promotional probation period.

For qualifying employees retiring or resigning before the due date of any semi-annual increment, the amount of the payment shall be prorated.
(Revised 7-01-16)

ARTICLE 16 - MEDICAL PLAN

A. July 1, 2016 Insurance Negotiating Committee (INC) Agreement:

The 2017 Washoe County plan rates for the HMO and PPO are at the threshold that would trigger the Affordable Care Act's (ACA's) "Cadillac Tax", an excise tax which will be imposed on health plans that exceed federally defined values beginning in calendar year

2020. For the calendar year 2020, those values are $10,200 for individuals and $27,500 for non-individual plans.

The Parties hereto recognize and agree that paying the excise tax is not in the interest of either party and agree to engage in efforts at the Insurance Negotiation Committee (INC) to change plan designs to prevent the application of the tax on Washoe County health plans.

The Parties also recognize and agree that due to increasing health costs the INC must agree to plan design changes beginning in plan year 2017, and continuing into subsequent plan years, to avoid drastic cuts which will otherwise be required in 2020 when the excise tax will first be imposed. This proactive approach to plan design will also allow the plans to absorb the projected double digit increases in health care costs from now to 2020 and beyond.

If the INC successfully reduces the values of Washoe County health plans to an amount below the threshold values at which the excise tax would be imposed for plan years 2017 and 2018, the County will quantify the savings to the Health Benefits Fund and develop a 50/50 formula for sharing the savings amount with employees.

In the event the INC does not successfully reduce the values of Washoe County Health Plans to an amount below the excise tax threshold values for plan years 2017 and 2018, the Parties agree to meet and negotiate the impact, if any, the "Cadillac Tax" will have on the persons covered by this Agreement and, if appropriate, what action(s) to take to minimize or eliminate such excise tax.

B. Health Benefit Premiums:

1. The County agrees to provide a group medical plan, including dental coverage, to all members of the Association and shall pay one hundred percent (100%) of the premium attributable to employee coverage under this plan during the life of this Agreement. In the event an employee elects dependent coverage, the County shall pay 50% of the premium for such coverage.

2. Employees hired or rehired on or after July 1, 2016 will be automatically enrolled into the High Deductible Health Plan (HDHP) and will remain in the plan for a minimum of two (2) full plan years. The County agrees to pay one hundred percent (100%) of the premium attributable to employee coverage, and in the event an employee elects dependent coverage, the County shall pay fifty percent (50%) of the premium for such coverage.

(Revised 7-1-16)

C. Insurance Negotiating Committee:

1. Establishment, Purpose and Effective Date:

   The Association and the County agree to the establishment of an Insurance Negotiating committee composed of representatives of the County and each recognized employee bargaining unit.

   The purpose of the Committee is to recommend to the Washoe County Commission any benefit changes in the County's medical, dental, vision and life insurance plans.

   This Committee shall become effective upon approval or ratification of the groups listed in Section 2 below.

2. Composition of Committee:

The Committee shall consist of one (1) voting member from each of the following groups:

(1) Washoe County District Attorney Investigators Association – Non-Supervisory Unit
(2) Washoe County District Attorney Investigators Association – Supervisory Unit
(3) Washoe County Public Attorneys Association
(4) Washoe County Sheriff's Supervisory Deputies Association
(5) Washoe County Sheriff's Deputies Association
(6) Washoe County Employees Association - Supervisory-Administrative Unit
(7) Washoe County Employees Association – Non-Supervisory Unit
(8) Washoe County Nurses Association – Non-Supervisory Unit
(9) Washoe County Nurses Association – Supervisory Unit
(10) Management
(11) Any other bargaining unit that may be formed during the term of this Agreement

The Association may have an expert attend the insurance committee meeting and provide input to the committee.

In addition, one retired employee shall serve as a nonvoting member to provide input on the effects of proposed changes upon retirees. The name of a retiree may be nominated by any voting member and shall be elected by the majority vote of the members and shall serve a term of three (3) years. Such retired member may be reelected by a majority vote of the members to serve one (1) additional term.

The Committee Chairperson shall be appointed by the County Manager and will not have a vote on the Committee.

The voting member of each bargaining unit, upon conferring with its association as necessary, shall have the authority to bind said bargaining unit to any modification in benefits agreed to by a majority vote of the Committee. Such modifications shall then be presented to the County Commission, and if so approved by the County Commission, shall be binding upon each bargaining unit.

If the Committee recommendation is rejected by the County Commission, the Commission shall define their objections and parameters and the Insurance Committee shall, within fifteen (15) days of being notified of the Commission's objections and parameters, meet and attempt to redefine plan modifications which meet the Commission-established parameters. If the Committee is successful, the plan modifications shall be resubmitted to the Commission for approval. If the Committee is unable to determine acceptable modifications for submission to the Commission, the County and Insurance Committee agree to resolve any resulting differences by submitting the dispute to an expedited final and binding interest resolution which shall be binding upon the County and the bargaining units.

Binding Interest Resolution Process: When the Insurance Committee first convenes in any plan year, no later than June 30, they shall notify the County HR/Labor Relations Director of their designated representative(s) who shall represent the Insurance Committee in selecting an experienced insurance neutral and scheduling a timely hearing should it be necessary. Within five (5) days of notification of the Committee's representative(s), said representative(s) and the County Director of HR/Labor Relations shall meet and designate an experienced insurance neutral to hear such dispute should it become necessary. If the parties are unable to agree on the neutral, they shall obtain a list of five (5) experienced insurance individuals, with in-depth knowledge of public sector insurance systems who are not associated with Washoe County or with the Washoe County Association bargaining units, and alternately strike from the list to select the neutral and the mediator. The right to strike

the first name from the list shall be determined by the toss of a coin. They shall immediately contact the neutral and advise him/her of their selection should a hearing become necessary and the conditions for a decision which shall include: 1) the hearing shall be scheduled for two (2) consecutive days, with each party having one (1) day to present their position on the merits of the dispute; 2) the neutral may keep a record of the hearing and the parties will retain a court reporter to transcribe and provide a real time transcript of the hearing; 3) each party shall have five (5) days following the hearing to submit any brief they intend filing; 4) the neutral shall render a decision within fifteen (15) days of when the briefs are due; and, 5) the neutral's authority shall be restricted to either selecting the plan design submitted by the Committee or the plan design submitted on behalf of the County Commission. The Insurance Committee representative(s) and the County Director of HR/Labor Relations shall also be advised of the Insurance Committee schedule and shall set a date with the neutral in advance of any known dispute in order to insure a timely decision in the event resolution process is necessary. In the event the resolution process hearing is not necessary, County shall pay any cancellation fees. Each party shall be responsible for their costs of presenting their case to the neutral and any of his/her fees shall be split equally with the Insurance Committee (Associations) paying half and County paying half.

Mediation Process: If an impasse occurs prior to going to binding interest resolution, the parties agree to contact the selected individuals from the forgoing list of insurance neutrals to mediate the dispute. Should mediation not resolve the dispute an expedited hearing with the selected neutral shall occur.

Any Insurance Committee member shall be granted time off from their assigned duties with Washoe County to attend the hearing at the County's expense. No overtime costs shall be paid to any employee attending the hearing.

3. Reopener:
   In the event that this provision on the Insurance Negotiating Committee is not agreed to by all the employee organizations, the parties agree to reopen this article for negotiations during the term of this agreement.

D. Insurance Appeals Committee:

The Parties agree to the establishment of an Insurance Appeals Committee composed of one representative from each Association and representatives of the County. Should there be a dispute over a medical claim under the County's self-funded health plan, it shall be resolved in the following manner: The Insurance Appeals Committee shall first attempt to resolve disputes, not related to medical necessity, as outlined in County's self-funded health plan document(s) claims procedures. If the dispute remains unresolved, it shall then be referred to the separate arbitration procedure that has been established under the County's self-funded health plan. The aggrieved employee and the County shall each pay one-half (1/2) of the cost of arbitration.

E. Retiree Health Insurance:

The Retiree Health Insurance benefit is based on the employee's original date of hire and total years of County service.

1. For those individuals employed by the County between May 3, 1977 and January 13, 1981, the following provisions apply:
   (a) The County will pay 50% of the medical insurance premium attributable to the employee for participation in the County's Retiree Health Insurance Program upon the employee's retirement and receipt of benefits from Nevada PERS, provided the

employee has at least a total of ten (10) years of full-time County employment.

(b) The County will pay 75% of the medical insurance premium attributable to the employee for participation in the County's Retiree Health Insurance Program upon the employee's retirement and receipt of benefits from Nevada PERS, provided the employee has at least a total of fifteen (15) years of full-time County employment.

(c) The County will pay 100% of the medical insurance premium attributable to the employee for participation in the County's Retiree Health Insurance Program upon the employee's retirement and receipt of benefits from Nevada PERS, provided the employee has at least a total of twenty (20) years of full-time County employment.

The payments specified in a, b, and c, above, will be made in accordance with and are subject to all applicable laws in effect at the time of the employee's retirement, and are contingent upon the employee being medically eligible to be reinstated into the County's Retiree Health Insurance Program if there has been a break in coverage under the County's Health Plan.

2. For those employees hired on or after January 13, 1981, the provisions listed in Section E.1. above, are applicable except that in order to receive the retiree health insurance benefits an individual must be an employee of Washoe County immediately prior to drawing retirement benefits.

3. The parties recognize that the cost of retiree health insurance should be considered a current benefit earned and paid for during an individual's employment with the benefit simply being deferred until retirement. Based upon this, the parties further recognize that the funding of the retiree health insurance program must be addressed during the period of employment of active employees in order to try and ensure the fiscal integrity of the program in the future and in order to try and ensure that the benefit upon retirement can be provided. Additionally, the parties recognize that the prefunding of the service cost of this program, which is addressed below, only represents a portion of the funding obligations of this program and that the parties will address the unfunded liability portion of this program in the future. At the point in time when the retiree health insurance program is fully prefunded, with no unfunded liability remaining, the retiree health insurance program will be fully considered a current benefit earned and paid for during an individual's employment with the benefit simply being deferred until retirement. With those mutual recognitions and understandings, the parties herein agree to prefund the program annually at the actuarially determined service cost amount attributable to this bargaining unit beginning July 1, 1996. The amount of the service cost attributable to this bargaining unit will be a percentage of the number of employees represented by the bargaining unit compared to the number of employees covered under the County's Health Benefit Program.

4. For those employees appointed into a position covered by this agreement on or after July 1, 1998 through June 30, 2010, the County will pay the portion of the premium in the form of a subsidy as established by the County. This subsidy may only be used to offset the cost of the medical plan premiums offered through the Washoe County Retiree Health Benefits Program. Upon reaching the age of Medicare eligibility, employees referenced in this section must enroll in Medicare Parts A and B with Medicare becoming primary coverage and Washoe County becoming secondary, should they elect to remain in the County Retiree Health Plan. In order to receive the retiree health insurance benefits an individual must be an employee of Washoe County immediately prior to drawing retirement benefits.

5. Washoe County will provide a monthly subsidy to the employees referenced in paragraph 4 at the rates provided in Exhibit C based on age and years of County service prior to retirement from the County, with a minimum of five (5) years of service and maximum of twenty (20) years of service. Effective January 1, 2020 and each year thereafter, the amounts in the schedule shall be adjusted to the nearest dollar annually to reflect any change using the CPI Medical Index.
(Revised 7-01-19)

6. For those employees hired after June 30, 2010, there will be no retiree medical health care contribution by the County. Upon reaching the age of Medicare eligibility, employees in this section must enroll in Medicare Parts A and B with Medicare becoming primary coverage and Washoe County becoming secondary, should they elect to remain in the County Retiree Health Plan.
(Revised 7-01-19)

F. The County agrees to provide health insurance coverage and shall pay one-hundred percent (100%) of the premium for spouses and dependent children of any member of the bargaining unit who is killed in the line of duty and which member has said spouse and dependent children covered under the County's medical insurance plan at the time the member was killed. The spouse shall be covered until normal retirement age or remarriage, whichever occurs first. The dependent children shall be covered up to age twenty-six (26).
(Added 7-01-19)

ARTICLE 17 - MEDICAL EXAMINATIONS AND PREVENTIVE HEALTH CARE

Each employee shall receive a complete physical examination annually. Additionally, whenever an employee is exposed to carcinogenic materials or communicable diseases that have been verified by the Washoe County District Health Department or other appropriate medical authority, said employee shall receive appropriate examinations, and/or treatment.

Additionally, employees shall be permitted to receive Hepatitis-B vaccinations. Any employee who elects to receive this immunization and who then fails to comply with the medical guidelines of this immunization program shall have the expense of his/her immunization deducted from his/her pay.

ARTICLE 18 - UNIFORM ALLOWANCE

A. The County of Washoe shall pay to every employee a uniform allowance at the rate of two hundred fifty dollars ($250.00) per quarter, payable quarterly the first payday in April, July and October, and the last payday in December.
(Revised 7-01-14)

B. The County of Washoe shall furnish the required uniforms to every new employee and to any present employee when required by the Sheriff to replace uniform items, which uniforms shall remain the property of the County.

C. When replacement of any item of uniform is required due to normal wear, such replacement shall be at the County's expense. When replacement of any item of uniform is required as a result of an employee's negligence or misconduct, such replacement shall be at the employee's expense.

D. The County will reimburse an employee for the repair or replacement cost of a non-uniformed item of clothing that is damaged or destroyed in the line of duty up to an

amount not to exceed the maximum cost of the equivalent uniformed item of clothing. In order that an affected employee receive the benefit of this section, he/she must report any claims prior to the end of the shift on which the incident of damage or destruction occurred. (Revised 7-01-98)

ARTICLE 19 - UNIFORM ITEMS AND SAFETY EQUIPMENT

A. The County of Washoe shall furnish the following items to every new employee, and to any present employee when required by the Sheriff to replace such items, which items shall remain the property of the County:

B.

UNIFORM ITEM	QUANTITY	
	Patrol Officers	All Others
Cap (service)	1	1
Cap (ball style)	1	1
Cap badge	1	1
Cap rain cover (service)	1	1
Protective helmet	1	0
Duty jacket	1	1
Raincoat	1	0
Utility uniform	1	0*
Necktie	2	2
Tie bar	1	1
Shirt (long sleeve)	3	3
Shirt (short sleeve)	3	3
Breast badge	1	1
Name plate (last name only)	2	2
Trousers without stripes	3 pair	3 pair
Belt (uniform)	1	1
Belt (duty)	1	1
Handcuff case (double)	1**	0
Handcuff case (single)	2**	1
Handcuffs with keys	2	1
Baton ring	1	1
Baton	1	1
Ammunition (rounds)	50	50
Key strap	1	1
Flashlight holder	1	1
Rechargeable flashlight	1	0***
Non-rechargeable flashlight	0	1
Belt keepers	4	4
Identification card	1	1
Level II or Level III Ballistic Vest	1****	1****
Snowsuit	1*****	0

* Jumpsuits may be issued to officers assigned to the Bomb Squad, Civil Section, Detective Division, Forensic Investigation Section, Fire Safety Unit, Fugitive Section, and the Search & Rescue Unit upon the request of the Division Commander. Distinctive jumpsuits are issued to the Detention Response Team, and water-resistant jumpsuits may be issued to the Incline Village patrol officers upon the approval of the Sheriff.

** Patrol officers have the option of receiving one (1) double handcuff case or two (2) single handcuff cases.
*** Rechargeable flashlights are issued to members of the Detective Division.
**** In lieu of the standard issue vest, the employee may receive reimbursement for the current cost of the standard issue vest to be used toward the purchase of a Level II or Level III Ballistic Vest issued in accordance to the current distribution process in effect not to exceed eleven hundred dollars ($1,100.00) per vest. Effective date of fully executed agreement.
(Revised 7-01-16)
***** A supervisory deputy assigned to the Patrol Division will be issued a snowsuit as part of a 3-year cycle rotation not to exceed three hundred dollars ($300.00) per snowsuit.
(Added 7-1-14)

C. The County shall pay to each new employee in the bargaining unit who begins employment after July 1, 2014, five hundred twenty-five dollars ($525.00) toward the purchase of a weapon. Any weapon purchased must be approved by the Sheriff. The employee shall own the weapon and will be responsible to maintain and service the weapon. The employee must qualify with the purchased weapon as directed by the Washoe County Sheriff's Office.

This is a one-time payment by the County for which employees hired prior to July 1, 2014 are not eligible. Any employee who received a payment for the purchase of a weapon as a Deputy Sheriff and is promoted into a position covered by this agreement shall not receive a second payment upon promotion.
(Revised 7-01-14)

D. In recognition that a duty weapon (pistol/handgun) has a lifespan, beginning September 1, 2017, the County shall reimburse employees a one-time Duty Weapon Replacement Allowance of up to five hundred twenty-five ($525.00) to assist in the purchase of a replacement duty weapon ten (10) years or older in accordance with the replacement process in effect by the Sheriff's Office. The employee shall own the duty weapon and will be responsible to maintain and service the duty weapon. The employee must qualify with the purchased duty weapon as directed by the Washoe County Sheriff's Office. In order to be reimbursed for the allowance, the employee must have ten (10) years of continuous County service, the duty weapon must be ten (10) years or older and the employee must furnish the County with a valid sales receipt dated September 1, 2017 or after for the new duty weapon.
(Added 7-01-16; Effective September 1, 2017)

E. In the event the Sheriff's Office begins to provide duty weapons (pistol/handgun) to new employees covered under Paragraph C and/or existing employees covered under Paragraph D above, the duty weapon reimbursement pays defined in Paragraph C and/or Paragraph D above will no longer be valid as of the date the first duty weapon or replacement weapon is issued. Employees with valid sales receipts dated prior to that date have up to 30 calendar days to request reimbursement.
(Added 7-1-16)

F. Effective July 1, 2016, the County shall pay all Deputies a safety equipment allowance of one hundred fifty dollars ($150.00) per quarter payable the first payday in April, July and October and the last payday in December.
(Revised 7-01-16)

ARTICLE 20 - COURT APPEARANCES

A. From time to time employees shall be required to appear in judicial or administrative proceedings. When so required during an off-duty period, employees shall be compensated in accordance with the provisions of Article 14.

B. Any employee required to appear as provided above during either an off-duty or an on-duty period, and who receives a witness fee from the County for his/her appearance, shall be required to remit such fee to the County.

C. Any employee required to appear as provided above, whether during an on-duty period or an off-duty period, shall retain any mileage fee paid in connection with such appearance, unless the employee is provided with a county vehicle to travel to and from such proceedings.

ARTICLE 21 - NIGHT SHIFT DIFFERENTIAL PAY / EDUCATION INCENTIVE PAY

A. **Shift Differential**: All shift work performed between the hours of 7:00 p.m. and 7:00 a.m. shall be considered night work. Payment for night work, in addition to regular compensation, shall be made at the rate of seven percent (7%) of base salary for those hours worked between 7:00 p.m. and 7:00 a.m. except as provided herein. If an employee works a shift of which at least fifty percent (50%) of the hours are between 7:00 p.m. and 7:00 a.m., the employee shall be paid the differential for the entire shift.

An employee who, at the direction of management, is reassigned from a bid shift eligible for differential to a shift which is not eligible for differential shall continue to receive night shift differential for the remainder of the shift bid excluding any reassignment for purposes of any type of training. An employee who is reassigned for purposes of light duty resulting from an on-the-job injury from a bid shift eligible for the differential to a shift which is not eligible for the differential shall continue to receive night shift differential for the remainder of the shift bid. This continuation of night shift differential for the remainder of the shift bid shall not apply to any light duty shift reassignment resulting from an off-the-job injury. There shall be no carryover of night shift differential on a non-qualifying shift from one shift bid to another shift bid.
(Revised 7-01-09)

B. **Education Incentive**:

1. **Advanced P.O.S.T.:** Effective October 3, 2016, Supervisory Deputies who attain a Nevada Advanced P.O.S.T. certificate will qualify for a one point two five (1.25%) of base pay education incentive.

2. **Management P.O.S.T.:** Effective October 3, 2016, Supervisory Deputies who attain a Nevada Management P.O.S.T. certificate will qualify for a one point two five (1.25%) of base pay education incentive.

Supervisory Deputies that attain both the Nevada Advanced P.O.S.T. and Nevada Management P.O.S.T. certificates are eligible for both education incentive pays, as described above.
(Added 7-01-16)

3. **Crisis Intervention Training:** Effective July 1, 2019, Sergeants, Lieutenants, and Captains who have attended Crisis Intervention Training (CIT) and been certified by the

Sheriff's Office as qualified, shall receive a five percent (5%) of base pay education incentive during the time period the employee is qualified.
(Added 7-01-19)

ARTICLE 22 - ASSIGNMENT DIFFERENTIAL PAY

For purposes of this Article, "assigned" or "assignment(s)" refers to a long-term assignment with a start and end date that ordinarily corresponds with an employee's assignment to a specific division within the Sheriff's Office. The terms "utilized", "intermittent", "case-by-case" and "per diem" refers to a short-term use of an employee's skills on an hourly, daily, or per shift basis.

Supervisory Deputies may be assigned to multiple special assignments; however, Supervisory Deputies will be restricted to receiving payment for a **maximum of two (2) *Special "Assigned" Pay Differentials***, equaling no more than seventeen percent (17%). In the case of an employee assigned to multiple special assignments, only the two (2) highest percentage special assignments will be paid (combined maximum of no more than seventeen percent (17%).

SPECIAL "PER DIEM" PAY DIFFERENTIALS

As requested by the Sheriff or his designee, qualified employees may be utilized per diem in the following specialty areas, within the Sheriff's Office, on an intermittent or case-by-case basis. Such an employee shall receive, in addition to his/her step hourly rate of pay, the additional designated percentage (%) of this step hourly rate of pay as a *Special "Per Diem" Pay Differential* for the entire shift in which the special duties were performed during any part of said shift unless indicated otherwise below. *Special "Per Diem" Pay Differential* is intended to compensate the employee for special training, experience, and qualifications required to perform tasks related to these specialty areas.

A. Sergeants and Lieutenants assigned as FTO's shall receive a five percent (5%) differential of base salary while assigned duties specifically related to the formal supervisory Field Training and Evaluation Program for Sergeants and Lieutenants. A Sergeant or Lieutenant may not be assigned as an FTO unless he/she has completed an approved FTO school. Sergeants and Lieutenants that are assigned as a FTO Coordinator are not eligible to receive an additional 5% per diem pay for FTO duties, as described in this section.
(Revised 7-01-19)

SPECIAL "ASSIGNED" PAY DIFFERENTIALS

At the discretion of the Sheriff or his designee, Supervisory Deputies may be assigned to a limited number of special long-term assignment opportunities, as defined by the Sheriff and with the consultation of the County, within the Sheriff's Office that may qualify for a *Special "Assigned" Pay Differential*. *Special "Assigned" Pay Differential* is intended to compensate the employee for special training, experience, and qualifications required to perform tasks related to the special assignment(s). The special assignments described in this Article are the only assignments for which pay may be received. These special assignments shall not be considered promotions. An employee assigned to one of the following special assignments shall receive, in addition to his/her step hourly rate of pay, the additional designated percentage (%) of this step hourly rate of pay as a *Special "Assigned" Pay Differential* during the length of his/her assignment, unless noted otherwise.

A. The following assignments shall qualify for a two (2%) differential. This differential will not apply if the assignment is included in any of the job assignment differentials outlined in Paragraph B or C:

1. Special Weapons and Tactics (S.W.A.T.)
2. Detention Response Team (D.R.T.)
3. Hostage Negotiations Team

(Revised 7-01-19)

B. The following assignments shall qualify for a five (5%) differential:

1. Administrative Lieutenant
2. Detention Services Lieutenant
3. NNRIC Lieutenant
4. SOD Lieutenant
5. Incline Lieutenant
6. Explosive Ordinance Disposal (EOD) Sergeant (maximum of one (1) Sergeant)
7. K9 Sergeant (maximum of one (1) Sergeant)
8. Background Sergeant (maximum of one (1) Sergeant)
9. Motor Sergeant (maximum of one (1) Sergeant)
10. MAIT Sergeant (maximum of two (2) Sergeants)
11. FTO Coordinator (maximum of two (2) Sergeants and two (2) Lieutenants). May not combine with per diem FTO pay.

(Revised 7-01-19)

C. The following assignments shall receive a salary increase of approximately ten (10%) during the time period assigned:

1. Detective Division Sergeants and Lieutenants
2. Office of Professional Integrity Sergeants and Lieutenants

(Added 10-03-16)

ARTICLE 23 - DUES DEDUCTION

The County agrees to deduct from the pay of all employees covered by this Agreement, who authorize such deduction from their wages in writing, such membership dues as may be uniformly assessed by the Association. Such deductions shall continue for the duration of the Agreement, and shall be at no cost to the Association.

The remittance to the Association shall be forwarded to the Treasurer of the Association in not less than quarterly payments.

There shall be no restriction on the right of an employee to terminate his dues deduction.

The County Comptroller will be notified in writing of any change in the rate of membership dues thirty (30) days prior to the effective date of such change. A change in the rate of membership dues must take effect on the first day of the start of a pay period.

(Revised 7-01-19)

ARTICLE 24 - ASSOCIATION USE OF COUNTY BUILDINGS

The County recognizes the necessity of the Association to hold Association meetings. It is mutually agreed that, upon request to the party under whose control the facilities are placed, the Association shall be permitted to meet in County facilities or buildings if such facilities or buildings are available, under the following conditions:

A. Any such meeting held in or on County property shall be without cost to the Association.

B. No such meeting shall be allowed to interfere with normal County activities.

C. This provision is not a guarantee to the Association that County facilities or buildings will be available to them at any specific time, and such meetings will be scheduled at the convenience of the County, except that the County will not deny access to facilities or buildings merely for the purpose of harassment of the Association.

ARTICLE 25 - COPY OF CONTRACT

This Agreement shall be posted on the Washoe County Human Resources website within thirty (30) days of BCC approval.
(Revised 7-01-19)

ARTICLE 26 - RESIDENT DEPUTY PAY

Employees who are assigned as resident Deputies, regardless of Departmental rank, to the Incline sub-station, and who reside at Incline Village, Crystal Bay, Brockway, Kings Beach, Agate Bay, Carnelian Bay, Cedar Flats, Tahoe City or Tahoe Vista, shall be paid an assignment differential of two hundred fifty dollars ($250.00) biweekly, to compensate for increased cost of living. Employees who are assigned as resident Deputies, regardless of Departmental rank, to Gerlach shall be paid an assignment differential of seventy-five dollars ($75.00) biweekly, to compensate for the remote assignment. A deputy assigned to a remote location for less than two (2) weeks will receive remote assignment pay on a prorated basis.
(Revised 7-01-16)

Effective 2004, and each year thereafter, the foregoing assignment differential amounts shall be increased at the beginning of the first pay period in February equal to the annual percent increase in the Consumer Price Index – Urban Wage Earners and Clerical Workers (CPI-U) for the prior calendar year. For February 2004, this increase equals 1.9%.
(Revised 7-01-16)

A Supervisor who is assigned as the Lieutenant to the Incline Village Sheriff's Office Substation is entitled to an incentive differential pay of base salary pursuant to Article 22. The Lieutenant does not have to reside in Incline village in order to collect this benefit and is separate from the compensation for the increased cost of living.
(Revised 7-01-16; Effective 10-03-16)

ARTICLE 27 - COUNTY ORDINANCE PROVISIONS

In the event that the Board of Commissioners of Washoe County adopt or amend any ordinances or resolutions of Washoe County during the duration of this Agreement, which ordinance or resolution provisions confer additional or more extensive employee benefits than those provided in this Agreement, the Washoe County Sheriff's Supervisory Deputies Association may elect to receive such benefits in lieu of the provisions of this Agreement, and this Agreement shall not have the effect of denying to the members of the Association benefits provided for County employees who are not members of the Association.

The provisions of this Article shall not apply to any additional or more extensive benefits enacted by the Board of Commissioners of Washoe County as part of a management compensation plan and any such benefits shall not accrue to the Washoe County Sheriff's Supervisory Deputies Association unless both parties mutually agree to incorporate such specific benefits into this Agreement. Additionally, the provisions of this Article shall not apply to any additional or more extensive benefits provided to employees of the Truckee Meadows Fire Protection District.

ARTICLE 28 - AMENDING PROCEDURE

If either party desires to modify or change this Agreement it shall, no later than February 1 of any year, give written notice to the other party of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired, except that no amendments or modifications to this Agreement shall be made prior to July 1, 1995, except by mutual agreement of the parties or through the provisions of Article 41 herein. Any amendment, whether a proposed amendment or an alternative to a proposed amendment, that may be mutually agreed upon or awarded pursuant to the provisions of Chapter 288 of NRS shall become and be part of this Agreement, the effective date to be as mutually agreed. Any amendments that may be agreed upon or awarded shall become and be part of this Agreement without modifying or changing any of the other terms of this Agreement.

Any change to this Article is solely for cleanup purposes and is not intended to amend the Parties' rights.

ARTICLE 29 - DISCIPLINE, SUSPENSION AND DEMOTION

The County shall not demote, suspend or take any other disciplinary action against an employee without just cause. The County shall notify employees affected and the Association's Grievance Committee of all disciplinary actions taken.

If the County alleges that an employee's work performance has fallen below standard, said employee's supervisor shall inform the employee promptly and specifically of such lapses before issuing a warning letter or reprimand.

Nothing shall be used against an employee in a demotion, suspension or other disciplinary action unless the employee has been notified in writing.

An employee may appeal discipline, demotion, suspension or other forms of discipline through the Agreement's grievance procedure that shall be the exclusive remedy for the appeal of disciplinary actions.

(Revised 1-01-01)

ARTICLE 30 - DISCHARGE

A. The County shall not discharge a permanent, classified employee without just cause. The right to protest a discharge pursuant to this Article shall be limited to non-probationary, classified employees.

B. Before taking action to discharge an employee having permanent status in the classified service, the appointing authority shall serve on the employee and the Association, either personally or by certified mail, a Notice of Proposed Action, which shall contain the following:

1. A statement of the action proposed to be taken.
2. A copy of the charges, including the acts of omissions and grounds upon which the action is based.
3. If it is claimed that the employee has violated a rule or regulation of the County, department or district, a copy of said rule shall be included with the notice.
4. A statement that the employee may review and request copies of materials upon which the proposed action is based.
5. A statement that the employee has seven (7) calendar days to respond to the appointing authority either orally or in writing.

C. The employee or Association upon whom a Notice of Proposed Action has been served shall have seven (7) calendar days to respond or protest to the appointing authority either orally or in writing, before the proposed action may be taken. Upon application and for good cause, the appointing authority may extend, in writing, the period to respond.

D.

1. An appointing authority may immediately suspend without pay, an employee pending discharge for gross misconduct or conduct which gives rise to a clear and present danger to public health and safety.
2. Notice of immediate suspension hereunder shall comply with the provisions of Paragraph B above and be served on the employee and the Association either personally or by posting by certified mail within twenty-four (24) hours of the effective time of suspension.

E. An appointing authority, upon giving notice as provided in Paragraph B above, may immediately suspend an employee against whom there is pending a criminal charge and which charge must adversely and directly affect the County service or conflict with continued employment, or is seriously and substantially disruptive of department or County operations. Pending criminal charges exist when an employee has been named a defendant in a criminal complaint or indictment filed in any court.

F. In any action to discharge an employee having permanent status in a position in the classified service, after complying with the applicable requirements of Paragraphs A through E above, having reviewed the employee or Association response, if any, given pursuant to Paragraph C above, the appointing authority may order the discharge of the employee. Such order shall:

1. be in writing,
2. state specifically the causes for the action,
3. state the effective date of such action, which shall not be less than seven (7) calendar days from the date of such order,
4. be served on the employee and the Association, either personally or by certified mail within twenty-four (24) hours of such order, and
5. be filed with the Chief of Personnel.

G. Either the employee or Association may protest the discharge, which protest shall be an appeal considered and processed in accordance with the Agreement's Grievance Procedure commencing at Step 3.

ARTICLE 31 - PROBATIONARY EMPLOYEES

The appointing authority shall notify the Association of any appointee, probationary or promotional, who fails to attain permanent status.

ARTICLE 32 - GRIEVANCE PROCEDURE

The purpose of the following provisions is to set forth, simply and clearly, the provisions that shall govern the conditions of a grievance appeal.

I. GENERAL

A. Definitions

1. Grievance: A grievance is a dispute by one or more employees or the Association concerning the interpretation or application of an expressed provision of this Agreement.
2. Grievant:

(a) A county employee who is covered by the provisions of this Agreement and who is adversely affected by the matter being grieved.

(b) The Association may file a grievance alleging a violation of contract terms in an attempt to avoid negative precedent. However, in no event may the Association assert a grievance appealing a disciplinary action "on behalf of" an Association member or nonmember absent the signed approval of same.

3. Day: For purposes of this procedure, a day is defined as a calendar day.

B. All grievances shall be filed in writing; shall be dated as of the date filed; and shall specify the collective bargaining agreement provision alleged to have been violated. The grievance shall also specify the facts, including names, dates, etc., which are alleged to constitute the violation.

C. The grievant(s) shall have the right to representation of up to three (3) representatives of the Association at each step of the grievance procedure.

D. No grievance settled by an employee in a classification represented by the Washoe County Sheriff's Supervisory Deputies Association shall be accepted by the County unless said employee has received concurrence from his Chief Deputy Sheriff or Undersheriff.

E. Any of the time limits contained in this procedure may be waived upon the mutual written agreement of both parties except that the waiver of the time limits contained in Step 1 of this procedure can only be agreed to on the part of the County by the Chief Deputy Sheriff in the chain of command of the grievant or the Undersheriff.

II. PROCEDURE

STEP 1

The aggrieved employee shall take up the grievance with his immediate supervisor or, in the event the matter giving rise to the grievance occurs at a supervisory level above the immediate supervisor, the grievant may file a grievance with the next level of supervision within thirty (30) days of when the employee knew or should have known of the occurrence giving rise to the grievance. The supervisor shall attempt to adjust the matter at that time. If the grievance is not settled during the informal discussion, the grievant shall submit it in writing to this supervisor within seven (7) days of the informal discussion. The supervisor shall render a decision in writing to the grievant within seven (7) days after receipt of the written grievance.
(Revised 7-01-19)

STEP 2

In the event the grievant is not satisfied with the Step 1 written response to the grievance, he may refer the grievance in writing to the Chief Deputy Sheriff (Assistant Sheriff) in his chain of command within seven (7) days after receipt of the written response.

In the event there are intermediate levels of supervision between the supervisor with whom the grievance is filed and the Chief Deputy Sheriff (Assistant Sheriff), as appropriate to the grievant's chain of command, either the grievant or the supervisor with whom the grievance is filed may request an informal meeting between the grievant and the intermediate supervisor, to discuss the grievance in an effort to resolve the dispute. In the event such a request is made by either party for such a meeting, the time for the transmittal of the grievance to Step 2 of this procedure will not begin until such a meeting is concluded, with the grievance still unresolved. The Chief Deputy Sheriff (Assistant Sheriff) shall render a decision in writing within seven (7) days after receiving the grievance.

STEP 3

Should the grievance remain unresolved, the employee or Association representative may, within seven (7) calendar days of receipt of the Chief Deputy Sheriff's decision, if applicable, submit the grievance in writing to the Sheriff (or designee). The Sheriff (or designee) shall respond to the grievance in writing within seven (7) calendar days after receipt of the grievance. Grievances involving contract interpretation shall be filed concurrently with the County HR/Labor Relations Manager and the Sheriff (or designee).
(Revised 7-01-19)

STEP 4

Should the grievance remain unresolved, the employee or Association may, within fourteen (14) calendar days after receipt of the Sheriff's (or designee's) response, make a request in writing for arbitration to the County HR/Labor Relations Manager. If the grievant is representing himself/herself rather than being represented by the Association, the matter may be submitted to arbitration but particular attention is to be drawn to the provisions of this Article regarding the costs associated with arbitration. If the parties are unable to agree upon an arbitrator, the grievant shall submit a request for a list of seven (7) or nine (9) arbitrators to the American Arbitration Association. The request to the American Arbitration Association must be submitted within forty-five (45) days of receipt of the decision rendered at Step 1 or Step 3, whichever is applicable.
(Revised 7-01-19)

III. ARBITRATION

Both parties shall mutually or severally set forth the issue(s) to be arbitrated in advance of selecting an arbitrator. The selection of the arbitrator shall be made from the list provided by alternately striking names, the party striking first shall be determined by lot.

The arbitrator so selected shall confer promptly with the parties, shall hold further hearings, and shall issue a report not later than thirty (30) days from the day of the hearing which shall set forth his findings of fact, reasonings, and decisions on the issues submitted. The arbitrator's decision shall be consistent with the law and the terms of this Agreement and shall be binding on the parties. The arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any of the provisions of this Agreement. The arbitration hearing shall be conducted in accordance with the American Arbitration Association Voluntary Arbitration Rules.

The expenses of arbitration, including the arbitrator's fee/costs and the expenses and costs of the arbitrator's transcript, if any, shall be borne equally by the parties. All other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring such expense. The parties shall be considered as either the County and the Washoe County Sheriff's Supervisory Deputies Association or, if a grievant is representing himself, the County and the grievant(s).
(Revised 7-01-98)

ARTICLE 33 - SAFETY AND HEALTH ADVISORY COMMITTEE

A. The County agrees to establish a Departmental Safety and Health Advisory Committee, comprised of not more than three (3) representatives each from the County and the Association. The County shall submit to the Association and the Association to the County the names of their respective representatives within thirty (30) days of the implementation of this contract.

B. The Committee will meet at the call of any committee member, or as otherwise required for the purpose of inspecting, investigating, and/or reviewing the health and safety conditions concerning bargaining unit employees.
(Revised 7-01-91)

C. The Committee or any of its representatives shall submit to the Sheriff and the Association President, reports and recommendations concerning safety and health conditions of the bargaining unit employees.

D. The Sheriff shall respond to the Committee informing it of his decision, with reasons, regarding the recommendation within thirty (30) days, or as soon thereafter as Practicable.

ARTICLE 34 - TRAVEL EXPENSE – PER DIEM

The parties agree that the County Travel Expense Policy shall apply to this bargaining unit.
(Revised 7-1-08)

ARTICLE 35 - PHYSICAL ABILITIES TEST

Effective July 1, 2013 , the parties agree to discontinue the Physical Ability Test and incentive pay, as described in Article 36 of the 2011-2013 agreement, and include the 3% Physical Abilities Test and incentive pay into the base wage as shown in Exhibit A – Salary Schedules.
(Revised 7-01-13)

ARTICLE 36 - REDUCTION IN STAFF

Whenever the County finds it necessary to reduce staff in the Supervisory Unit, the County shall determine in which classification(s)/rank(s) the reduction in force shall occur. The reduction shall be made in accordance with the following rules:

A. Reduction in staff shall be by classification/rank according to reverse order of seniority within the classification or rank.

B. An Employee who is subject to such reduction may displace the least senior employee in the next lower classification/rank in which they served. (i.e., Captain to Lieutenant; Lieutenant to Sergeant; Sergeant to Deputy.)

C. The County may, in order to provide necessary staffing as a result of a reduction in staff, reassign employees. When such reassignments are necessary, the County shall first seek volunteers for such reassignments. In the event of an insufficient number of volunteers, the County shall make mandatory reassignments according to reverse order of seniority within the classification or rank required for reassignment.

D. The name of each employee reduced in rank as a result of the reduction in staff shall be entered on a permanent Reinstatement List in order of seniority. No regular promotions shall be made until the Reinstatement List has been exhausted. No employee whose name is placed on the Reinstatement List shall be required to participate in any examination process or test designed to determine qualifications or fitness for promotion or assignment, in order to be reinstated to their former classification/rank.

E. The name of each employee reassigned as a result of the reduction in staff shall be entered on a permanent Assignment Reinstatement List. Employees shall be reinstated to their former assignments with volunteers first in order of seniority, followed by employees who were mandatorily reassigned in order of seniority. No regular reassignment shall be made until the Assignment Reinstatement List has been exhausted. No employee whose name is placed on the Assignment Reinstatement List shall be required to participate in any examination process or test designed to determine qualifications or fitness for promotion or assignment, in order to be reinstated to their former assignment, except for any drug testing that may be required for the assignment in the C.N.U.

F. Employees who are reduced in classification/rank as a result of a reduction in staff shall have their seniority restored to them upon reinstatement for all time they served in the lower classification/rank as if they had not been reduced in classification/rank, except that such time shall not count toward completion of the employee's probationary period.

G. For purpose of the Article, seniority is defined as time in grade in service from the date of last continuous employment. Continuous service is defined, for purposes of this Article, as continued employment without a break in service of more than thirty (30) days, other than for injuries, illness, layoff, or maternity leave. Ties in seniority shall be broken by position on the hire list. If there is still a tie, seniority shall be determined by the drawing of lots.
(Revised 7-1-09)

ARTICLE 37 - CONSOLIDATION REOPENER

The County agrees to notify the WCSSDA at such time as the County and the City of Reno determine to pursue the matter of consolidating their respective Law Enforcement Operations.

In such an event, the parties agree to reopen the labor agreement for the purpose of negotiating over the impact such consolidation may pose for members of this Unit.
(Revised 7-1-09)

ARTICLE 38 - DISTRIBUTION OF COMPENSATION DUE A DECEASED EMPLOYEE

If an employee dies while owed compensation by the County, the parties recognize and agree that such compensation, to include wages, payment for accrued vacation leave, payment for accrued compensatory hours, payment for sick leave cash out, payment for pro-rata longevity pay, and payment for any reimbursable expenses due the employee, shall be distributed in an expedient and legal fashion pursuant to NRS 281.155.
(Revised 1-01-09)

ARTICLE 39 - LINE OF DUTY DEATH

In recognition of the constant exposure to hazardous working conditions facing bargaining unit members and the expectation for bargaining unit members to respond to calls for aid from the public and, while so doing, often placing their own safety in jeopardy, the County of Washoe agrees to provide the following benefit for those bargaining unit members who make the ultimate sacrifice for the public they serve.

On behalf of any bargaining unit member who dies in the line of duty, the County of Washoe agrees to pay non-reimbursed costs, to a maximum expenditure of twenty thousand dollars ($20,000.00) per death, towards memorial service, funeral service and

internment related expenses of such a deceased member. This benefit is in addition to any life insurance benefit provided by the County for bargaining unit members.
(Added 7-1-09)

ARTICLE 40 - SAVINGS CLAUSE

A. This Agreement is the entire agreement of the parties, terminating all prior arrangements and concluding all negotiations during the term of this Agreement. The County shall from time to time meet with the Association to discuss its views relative to the administration of this Agreement; the Association may request discussions if it wishes.
B. Should any provision of this Agreement be found to be in contravention of any Federal or State law, or by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise canceled or amended.
In the event that section (B) above is affected or Chapter 288 of the Nevada Revised Statutes is amended, the County and Association Negotiating Teams will meet within thirty (30) days of such decision or passage to discuss its ramification(s) on the current negotiated Agreement
(Revised 7-1-09)

ARTICLE 41 - TEMPORARY SUPERVISOR PAY

A. In the event there is a temporary assignment of duties of a higher classification set forth in Article 2, the employee shall be assigned and compensated according to the following policies and procedures:

1. Pay for work in a higher classification is a short-term remedy in those instances where temporary replacement is required for an incumbent of a position who is not available to perform the duties of the position or when there is a vacant position in a higher classification requiring the temporary assignment of duties prior to filling the position.
2. The Captain heading the division will decide which employee will be temporarily assigned and request authorization by submitting in writing to the applicable Assistant Sheriff for approval. In making the assignment, the Captain shall assign the work to the next lower classification provided there are capable employees available. This provision does not preclude assignment of such responsibilities to an available person in the same or higher classification and in such a situation, no temporary assignment pursuant to this section shall be applicable.
3. In order to receive pay for work in a higher classification, the nature of the assignment must be such that the employee in the lower classification becomes fully responsible for the duties of the higher classification for the applicable period and the assignment is for a period of at least thirty-six (36) consecutive work hours.
4. Higher pay will be applied retroactively to the first day of the assignment, provided that the conditions listed above are met, and will be for a period not to exceed six (6) months. There may be extensions of such period upon submission of a new request form.
5. The rate of pay for the assignment will be an increase of five percent (5%) of the employee's regular pay.
6. In the Detention and Patrol Divisions - When a Sergeant assumes the additional responsibility of the "Acting Watch Commander" for the shift and there are no other higher ranking supervisors on duty within the same division, the Sergeant assigned as "Acting Watch Commander" shall receive an increase of five percent (5%) above the employee's regular pay. The "Acting Watch Commander" pay shall be paid for only those hours the

Sergeant is acting as the "Watch Commander." The assignment may be made in advance by the affected shift's Lieutenant, Executive Lieutenant or higher ranking member of the affected Division. The affected shift Lieutenant, Executive Lieutenant or higher ranking member of the Detention Division shall determine which sergeant will assume the status of "Acting Watch Commander." The provisions in subsection (3) would not apply to these circumstances.
(Added 7-1-09)

ARTICLE 42 - DURATION OF AGREEMENT

This Agreement shall take effect on July 1, 2019, and shall continue in force through June 30, 2022 and shall be automatically renewed from year to year thereafter unless amended in accordance with Articles 28 and 40. This renewal language shall expire upon the effective date of the succeeding agreement and shall not be automatically included in any future agreement except by express written agreement of both parties.

Washoe County has the right to reopen this collective bargaining agreement for renegotiations under the circumstances, and pursuant to the processes, described in NRS 288.150(4) and NRS 288.150(2)(w).

IN WITNESS WHEREOF, the County and the Association have caused this Agreement to be modified and the amendments hereto added this 9th day of July, 2019.

FOR WASHOE COUNTY:

_____
Vaughn Hartung, Chair
Washoe County Commission

WASHOE COUNTY SHERIFF'S SUPERVISORY DEPUTIES ASSOCIATION:

_____
Bill Ames
WCSSDA President

EXHIBIT A
SALARY SCHEDULE
SUPERVISORY DEPUTIES COMPENSATION SCHEDULE
* Effective: 07/01/19

Sergeant

Salary Grade		Step	Hourly Range Minimum		Hourly Range Maximum	Annual Range Minimum		Annual Range Maximum
B	005	1	44.53	-	44.53	92,622.40	-	92,622.40
B	005	2	46.76	-	46.76	97,260.80	-	97,260.80
B	005	3	49.11	-	49.11	102,148.80	-	102,148.80
B	005	4	51.55	-	51.55	107,224.00	-	107,224.00

Lieutenant

Salary Grade		Step	Hourly Range Minimum		Hourly Range Maximum	Annual Range Minimum		Annual Range Maximum
B	010	1	55.17	-	55.17	114,753.60	-	114,753.60
B	010	2	57.91	-	57.91	120,452.80	-	120,452.80
B	010	3	60.81	-	60.81	126,484.80	-	126,484.80

Captain

Salary Grade		Step	Hourly Range Minimum		Hourly Range Maximum	Annual Range Minimum		Annual Range Maximum
B	015	1	65.06	-	65.06	135,324.80	-	135,324.80
B	015	2	68.33	-	68.33	142,126.40	-	142,126.40
B	015	3	71.73	-	71.73	149,198.40	-	149,198.40

* Reflects a 2.5% COLA Increase Effective 07/01/19

EXHIBIT A
SALARY SCHEDULE
SUPERVISORY DEPUTIES COMPENSATION SCHEDULE
* Effective: 07/22/19

Sergeant

Salary Grade		Step	Hourly Range Minimum		Hourly Range Maximum	Annual Range Minimum		Annual Range Maximum
B	005	1	44.08	-	44.08	91,686.40	-	91,686.40
B	005	2	46.29	-	46.29	96,283.20	-	96,283.20
B	005	3	48.62	-	48.62	101,129.60	-	101,129.60
B	005	4	51.03	-	51.03	106,142.40	-	106,142.40

Lieutenant

Salary Grade		Step	Hourly Range Minimum		Hourly Range Maximum	Annual Range Minimum		Annual Range Maximum
B	010	1	54.62	-	54.62	113,609.60	-	113,609.60
B	010	2	57.33	-	57.33	119,246.40	-	119,246.40
B	010	3	60.20	-	60.20	125,216.00	-	125,216.00

Captain

Salary Grade		Step	Hourly Range Minimum		Hourly Range Maximum	Annual Range Minimum		Annual Range Maximum
B	015	1	64.41	-	64.41	133,972.80	-	133,972.80
B	015	2	67.65	-	67.65	140,712.00	-	140,712.00
B	015	3	71.01	-	71.01	147,700.80	-	147,700.80

* 1% Salary decrease due to employee's portion of the Police/Fire PERS Contribution Rate Adjustment (Increase from 40.50% to 42.50%) effective 07/22/19

EXHIBIT A
SALARY SCHEDULE
SUPERVISORY DEPUTIES COMPENSATION SCHEDULE
* Effective: 07/01/20

Sergeant

Salary Grade		Step	Hourly Range Minimum		Hourly Range Maximum	Annual Range Minimum		Annual Range Maximum
B	005	1	45.18	-	45.18	93,974.40	-	93,974.40
B	005	2	47.45	-	47.45	98,696.00	-	98,696.00
B	005	3	49.84	-	49.84	103,667.20	-	103,667.20
B	005	4	52.31	-	52.31	108,804.80	-	108,804.80

Lieutenant

Salary Grade		Step	Hourly Range Minimum		Hourly Range Maximum	Annual Range Minimum		Annual Range Maximum
B	010	1	55.99	-	55.99	116,459.20	-	116,459.20
B	010	2	58.76	-	58.76	122,220.80	-	122,220.80
B	010	3	61.71	-	61.71	128,356.80	-	128,356.80

Captain

Salary Grade		Step	Hourly Range Minimum		Hourly Range Maximum	Annual Range Minimum		Annual Range Maximum
B	015	1	66.02	-	66.02	137,321.60	-	137,321.60
B	015	2	69.34	-	69.34	144,227.20	-	144,227.20
B	015	3	72.79	-	72.79	151,403.20	-	151,403.20

* Reflects a 2.5% COLA Increase Effective 07/01/20

EXHIBIT A
SALARY SCHEDULE
SUPERVISORY DEPUTIES COMPENSATION SCHEDULE
* Effective: 07/01/21

Sergeant

Salary Grade		Step	Hourly Range Minimum		Hourly Range Maximum	Annual Range Minimum		Annual Range Maximum
B	005	1	46.31	-	46.31	96,324.80	-	96,324.80
B	005	2	48.64	-	48.64	101,171.20	-	101,171.20
B	005	3	51.09	-	51.09	106,267.20	-	106,267.20
B	005	4	53.62	-	53.62	111,529.60	-	111,529.60

Lieutenant

Salary Grade		Step	Hourly Range Minimum		Hourly Range Maximum	Annual Range Minimum		Annual Range Maximum
B	010	1	57.39	-	57.39	119,371.20	-	119,371.20
B	010	2	60.23	-	60.23	125,278.40	-	125,278.40
B	010	3	63.25	-	63.25	131,560.00	-	131,560.00

Captain

Salary Grade		Step	Hourly Range Minimum		Hourly Range Maximum	Annual Range Minimum		Annual Range Maximum
B	015	1	67.67	-	67.67	140,753.60	-	140,753.60
B	015	2	71.07	-	71.07	147,825.60	-	147,825.60
B	015	3	74.61	-	74.61	155,188.80	-	155,188.80

* Reflects a 2.5% COLA Increase Effective 07/01/21

EXHIBIT B - CHAPTER 289–PEACE OFFICERS

GENERAL PROVISIONS

NRS 289.010 Definitions. As used in this chapter, unless the context otherwise requires:

1. "Administrative file" means any file of a peace officer containing information, comments or documents about the peace officer. The term does not include any file relating to an investigation conducted pursuant to NRS 289.057 or a criminal investigation of a peace officer.

2. "Choke hold" means the holding of a person's neck in a manner specifically intended to restrict the flow of oxygen or blood to the person's lungs or brain. The term includes the arm-bar restraint, carotid restraint and lateral vascular neck restraint.

3. "Peace officer" means any person upon whom some or all of the powers of a peace officer are conferred pursuant to NRS 289.150 to 289.360, inclusive.

4. "Punitive action" means any action which may lead to dismissal, demotion, suspension, reduction in salary, written reprimand or transfer of a peace officer for purposes of punishment.

(Added to NRS by 1983, 2096; A 1989, 1582; 1993, 2525; 1999, 182, 2424; 2005, 621)

RIGHTS OF PEACE OFFICERS

NRS 289.020 Punitive action: Prohibited for exercise of rights under internal procedure; opportunity for hearing; refusal to cooperate in criminal investigation punishable as insubordination.

1. A law enforcement agency shall not use punitive action against a peace officer if he chooses to exercise his rights under any internal administrative grievance procedure.

2. If a peace officer is denied a promotion on grounds other than merit or other punitive action is used against him, a law enforcement agency shall provide the peace officer with an opportunity for a hearing.

3. If a peace officer refuses to comply with a request by a superior officer to cooperate with his own or any other law enforcement agency in a criminal investigation, the agency may charge the peace officer with insubordination.

(Added to NRS by 1983, 2098)

NRS 289.025 Confidentiality of home address and photograph of peace officer in possession of law enforcement agency; exception.

1. Except as otherwise provided in subsection 2, the home address and any photograph of a peace officer in the possession of a law enforcement agency are not public information and are confidential.

2. The home address and photograph of a peace officer may be released:

(a) If the peace officer authorizes the release; or

(b) If the peace officer has been arrested.

(Added to NRS by 2005, 621)

NRS 289.030 Law enforcement agency prohibited from requiring peace officer to disclose financial information; exception. A law enforcement agency shall not require any peace officer to disclose his assets, debts, sources of income or other financial information or make such a disclosure a condition precedent to a promotion, job assignment or other personnel action unless that information is necessary to:

1. Determine his credentials for transfer to a specialized unit;

2. Prevent any conflict of interest which may result in any new assignment; or

3. Determine whether he is engaged in unlawful activity.

(Added to NRS by 1983, 2096)

NRS 289.040 Law enforcement agency prohibited from placing unfavorable comment or document in administrative file of peace officer; exception; right to respond; provision of copy of comment or document; right to review administrative file under certain circumstances.

1. Except as otherwise provided in subsection 3, a law enforcement agency shall not place any unfavorable comment or document in any administrative file of a peace officer maintained by the law enforcement agency unless:

(a) The peace officer has read and initialed the comment or document; or

(b) If the peace officer refuses to initial the comment or document, a notation to that effect is noted on or attached to the comment or document.

2. If the peace officer submits to the law enforcement agency a written response within 30 days after he is asked to initial the comment or document, his response must be attached to and accompany the comment or document.

3. If a peace officer is the subject of an investigation of a complaint or allegation conducted pursuant to NRS 289.057, the law enforcement agency may place into any administrative file relating to the peace officer only:

(a) A copy of the disposition of the allegation of misconduct if the allegation is sustained; and

(b) A copy of the notice of or statement of adjudication of any punitive or remedial action taken against the peace officer.

4. A peace officer must be given a copy of any comment or document that is placed in an administrative file of the peace officer maintained by the law enforcement agency.

5. Upon request, a peace officer may review any administrative file of that peace officer maintained by the law enforcement agency that does not relate to a current investigation.

(Added to NRS by 1983, 2097; A 1991, 2213; 2005, 621)

NRS 289.050 Consequences of refusal to submit to polygraphic examination.

1. If a peace officer refuses to submit to a polygraphic examination:

(a) No law enforcement agency may take any disciplinary or retaliatory action against the peace officer; and

(b) No investigator may make a notation of such a refusal in his report or in any other manner maintain evidence of such a refusal.

2. Evidence of any refusal by a peace officer to submit to a polygraphic examination is not admissible at any subsequent hearing, trial or other judicial or administrative proceeding.

(Added to NRS by 1983, 2097; A 2001, 1663)

NRS 289.055 Establishment and availability of written procedures for investigating complaints and allegations of misconduct. Each agency in this State that employs peace officers shall:

1. Establish written procedures for investigating any complaint or allegation of misconduct made or filed against a peace officer employed by the agency; and

2. Make copies of the written procedures established pursuant to subsection 1 available to the public.

(Added to NRS by 1999, 948)

NRS 289.057 Investigation of allegation of misconduct; review of administrative or investigative file by peace officer in certain circumstances; law enforcement agency prohibited from keeping or making record of investigation or punitive action if record required to be removed from administrative file.

1. An investigation of a peace officer may be conducted in response to a complaint or allegation that the peace officer has engaged in activities which could result in punitive action.

2. After the conclusion of the investigation:

(a) If the investigation causes a law enforcement agency to impose punitive action against the peace officer who was the subject of the investigation and the peace officer has received notice of the imposition of the punitive action, the peace officer or a representative authorized by the peace officer may, except as otherwise prohibited by federal or state law, review any administrative or investigative file maintained by the law enforcement agency relating to the investigation, including any recordings, notes, transcripts of interviews and documents.

(b) If, pursuant to a policy of a law enforcement agency or a labor agreement, the record of the investigation or the imposition of punitive action is subject to being removed from any administrative file relating to the peace officer maintained by the law enforcement agency, the law enforcement agency shall not, except as otherwise required by federal or state law, keep or make a record of the investigation or the imposition of punitive action after the record is required to be removed from the administrative file.

(Added to NRS by 2005, 620)

NRS 289.060 Notification and requirements for interrogation or hearing relating to investigation.

1. Except as otherwise provided in this subsection, a law enforcement agency shall, not later than 48 hours before any interrogation or hearing is held relating to an investigation conducted pursuant to NRS 289.057, provide written notice to the peace officer. A peace officer may waive the notice required pursuant to this section.

2. The notice must include:

(a) A description of the nature of the investigation;

(b) A summary of alleged misconduct of the peace officer;

(c) The date, time and place of the interrogation or hearing;

(d) The name and rank of the officer in charge of the investigation and the officers who will conduct any interrogation;

(e) The name of any other person who will be present at any interrogation or hearing; and

(f) A statement setting forth the provisions of subsection 1 of NRS 289.080.

3. The law enforcement agency shall:

(a) Interrogate the peace officer during his regular working hours, if reasonably practicable, or compensate him for that time based on his regular wages if no charges arise from the interrogation.

(b) Immediately before the interrogation or hearing begins, inform the peace officer orally on the record that:

(1) He is required to provide a statement and answer questions related to his alleged misconduct; and

(2) If he fails to provide such a statement or to answer any such questions, the agency may charge him with insubordination.

(c) Limit the scope of the questions during the interrogation or hearing to the alleged misconduct of the peace officer.

(d) Allow the peace officer to explain an answer or refute a negative implication which results from questioning during an interrogation or hearing.

(Added to NRS by 1983, 2097; A 1993, 2379; 2005, 622)

NRS 289.070 Use of polygraphic examination in investigation.

1. During an investigation conducted pursuant to NRS 289.057, the peace officer against whom the allegation is made may, but is not required to, submit to a polygraphic examination concerning such activities.

2. A person who makes an allegation against a peace officer pursuant to NRS 289.057 may not be required to submit to a polygraphic examination as a condition to the investigation of his allegation, but may request or agree to be given a polygraphic examination. If such a person requests or agrees to be given a polygraphic examination, such an examination must be given.

3. If a polygraphic examination is given to a peace officer pursuant to this section, a sound or video recording must be made of the polygraphic examination, the preliminary interview and the postexamination interview. Before the opinion of the polygraphic examiner regarding the peace officer's veracity may be considered in a disciplinary action, all records, documents and recordings resulting from the polygraphic examination must be made available for review by one or more polygraphic examiners licensed or qualified to be licensed in this State who are acceptable to the law enforcement agency and to the officer. If the opinion of a reviewing polygraphic examiner does not agree with the initial polygraphic examiner's opinion, the peace officer must be allowed to be reexamined by a polygraphic examiner of his choice who is licensed or qualified to be licensed in this State.

4. The opinion of a polygraphic examiner regarding the peace officer's veracity may not be considered in a disciplinary action unless the polygraphic examination was conducted in a manner which complies with the provisions of chapter 648 of NRS. In any event, the law enforcement agency shall not use a polygraphic examiner's opinion regarding the veracity of the peace officer as the sole basis for disciplinary action against the peace officer.

(Added to NRS by 1983, 2097; A 1989, 1582; 2001, 1663; 2005, 622)

NRS 289.080 Right to presence and assistance of representatives at interrogation or hearing relating to investigation; confidential information; disclosure; record of interrogation or hearing; right to review and copy investigation file upon appeal.

1. Except as otherwise provided in subsection 3, a peace officer may upon request have two representatives of his choosing present with the peace officer during any phase of an interrogation or hearing relating to an investigation conducted pursuant to NRS 289.057, including, without limitation, a lawyer, a representative of a labor union or another peace officer.

2. A representative of a peace officer must assist the peace officer during the interrogation or hearing. The law enforcement agency conducting the interrogation or hearing shall allow a representative of the peace officer to explain an answer provided by the peace officer or refute a negative implication which results from questioning of the peace officer but may require such explanation to be provided after the agency has concluded its initial questioning of the peace officer.

3. A representative must not otherwise be connected to, or the subject of, the same investigation.

4. Any information that a representative obtains from the peace officer concerning the investigation is confidential and must not be disclosed except upon the:

(a) Request of the peace officer; or

(b) Lawful order of a court of competent jurisdiction.

➥ A law enforcement agency shall not take punitive action against a representative for his failure or refusal to disclose such information.

5. The peace officer, any representative of the peace officer or the law enforcement agency may make a stenographic, digital or magnetic record of the interrogation or hearing. If the agency records the proceedings, the agency shall at the peace officer's request and expense provide a copy of the:

(a) Stenographic transcript of the proceedings; or

(b) Recording on the digital or magnetic tape.

6. After the conclusion of the investigation, the peace officer who was the subject of the investigation or any representative of the peace officer may, if the peace officer appeals a recommendation to impose punitive action, review and copy the entire file concerning the internal investigation, including, without limitation, any recordings, notes, transcripts of interviews and documents contained in the file.

(Added to NRS by 1983, 2098; A 1991, 647; 1993, 2380; 2005, 623)

NRS 289.085 Inadmissibility of evidence obtained unlawfully during investigation. If an arbitrator or court determines that evidence was obtained during an investigation of a peace officer concerning conduct that could result in punitive action in a manner which violates any provision of NRS 289.010 to 289.120, inclusive, and that such evidence may be prejudicial to the peace officer, such evidence is inadmissible and the arbitrator or court shall exclude such evidence during any administrative proceeding commenced or civil action filed against the peace officer.

(Added to NRS by 2005, 621)

NRS 289.090 Investigation concerning alleged criminal activities. The provisions of NRS 289.057, 289.060, 289.070 and 289.080 do not apply to any investigation which concerns alleged criminal activities.

(Added to NRS by 1983, 2098; A 2005, 624)

NRS 289.100 Limitations on application of chapter.

1. This chapter does not prohibit any agreements for cooperation between the law enforcement agency and agencies in other jurisdictions.

2. This chapter does not affect any procedures which have been adopted by the law enforcement agency if those procedures provide the same or greater rights than provided for in this chapter.

(Added to NRS by 1983, 2098)

NRS 289.110 Report concerning improper governmental action; investigation of report; reprisal by employer prohibited.

1. A peace officer may disclose information regarding improper governmental action by filing a report with:

(a) The district attorney of the county in which the improper governmental action occurred; or

(b) The Attorney General if the district attorney referred to in paragraph (a) is involved in the improper governmental action.

2. Upon the filing of a report pursuant to subsection 1, the district attorney or Attorney General may investigate the report and determine whether improper governmental action did occur. Upon the completion of the investigation the district attorney or Attorney General:

(a) If he determines that improper governmental action did occur, may prosecute the violation. The Attorney General may prosecute such a violation if the district attorney fails or refuses so to act.

(b) Shall notify the peace officer who filed the report of the results of the investigation.

3. The employer of a peace officer shall not take any reprisal or retaliatory action against a peace officer who in good faith files a report pursuant to subsection 1.

4. Nothing in this section authorizes a person to disclose information if disclosure is otherwise prohibited by law.

5. This section does not apply to a peace officer who is employed by the State.

6. As used in this section, "improper governmental action" means any action taken by an officer or employee of a law enforcement agency, while in the performance of his official duties which is in violation of any state law or regulation.

(Added to NRS by 1991, 2212)

NRS 289.120 Judicial relief available for aggrieved peace officer. Any peace officer aggrieved by an action of his employer in violation of this chapter may, after exhausting any applicable internal grievance procedures, grievance procedures negotiated pursuant to chapter 288 of NRS and other administrative remedies, apply to the district court for judicial relief. If the court determines that the employer has violated a provision of this chapter, the court shall order appropriate injunctive or other extraordinary relief to prevent the further occurrence of the violation and the taking of any reprisal or retaliatory action by the employer against the peace officer.

(Added to NRS by 1991, 2213)

EXHIBIT C
SUBSIDY SCHEDULE
POST 97/98 (Under Age 65)

POST 97/98 (Under Age 65)
1/1/2019 - 12/31/2019

Years of Service	Subsidy
5	($116.00)
6	($150.00)
7	($184.00)
8	($218.00)
9	($252.00)
10	($286.00)
11	($320.00)
12	($354.00)
13	($388.00)
14	($423.00)
15	($457.00)
16	($491.00)
17	($525.00)
18	($559.00)
19	($593.00)
20	($627.00)

EXHIBIT C
SUBSIDY SCHEDULE
POST 97/98 (Over Age 65)

POST 97/98 (Over Age 65)
1/1/2019 - 12/31/2019

Years of Service	Subsidy
5	($64.00)
6	($76.00)
7	($89.00)
8	($102.00)
9	($115.00)
10	($127.00)
11	($140.00)
12	($153.00)
13	($166.00)
14	($178.00)
15	($191.00)
16	($204.00)
17	($217.00)
18	($229.00)
19	($243.00)
20	($255.00)